

**EXECUTIVE OFFICE – BOARD OF SUPERVISOR**

**AGENDA ENTRY**

DATE OF MEETING:	05/12/09
DEPARTMENT NAME:	BEACHES AND HARBORS
BOARD LETTERHEAD	DEPARTMENT
SUPERVISORIAL DISTRICT AFFECTED	4TH
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	APPROVE ( )

**\*\*\*\* ENTRY MUST BE IN MICROSOFT WORD \*\*\*\***

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Recommendation: Acting as a responsible agency for a portion of the low-flow diversion system in the City of Redondo Beach, consider the Negative Declaration prepared and adopted by the City of Redondo Beach as lead agency; certify that the Board of Supervisors has independently considered and reached its own conclusions regarding the environmental effects of the Low-Flow Diversion project as shown in the Negative Declaration and agrees that the Negative Declaration is the appropriate document for the project; approve and authorize the Chair of the Board of Supervisors to sign the Memorandum of Agreement pertaining to the construction and operation of a portion of the low-flow diversion system on Redondo Beach at no cost to the County of Los Angeles; and authorize the Director of Beaches and Harbors to sign the Owner's Affidavit that states that the City of Redondo Beach's Coastal Development Permit application has been adequately prepared and contains statements and information that are true and correct to the best of the Director of the Department of Beaches and Harbor's knowledge. The City of Redondo Beach is responsible for all costs associated with construction, operation, and maintenance of the low-flow diversion system, and will process the Coastal Development Permit for the project. Accordingly, there is no fiscal impact to the County of Los Angeles. The low-flow diversion system will improve the water quality at Redondo Beach by providing secondary treatment to the water initially screened by the existing treatment unit. The Memorandum of Agreement will commence upon the full execution of the agreement by all parties. Construction of the low-flow diversion project cannot commence until the Coastal Development Permit has been issued.



*To enrich lives through effective and caring service*



May 12, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

**Santos H. Kreimann**  
Director

**Kerry Silverstrom**  
Chief Deputy

Dear Supervisors:

**MEMORANDUM OF AGREEMENT  
FOR CITY OF REDONDO BEACH TO CONSTRUCT A PORTION OF A LOW-FLOW  
DIVERSION SYSTEM ON COUNTY OF LOS ANGELES BEACH  
SAPPHIRE STREET—REDONDO BEACH  
(SUPERVISORIAL DISTRICT FOUR)  
(3 VOTES)**

**SUBJECT**

The City of Redondo Beach would like to construct and operate a portion of a low-flow diversion system on County owned Redondo Beach in order to improve water quality. The attached Memorandum of Agreement sets forth the duties of both the County of Los Angeles and the City of Redondo Beach with regard to the construction, operation and maintenance of the low-flow diversion system.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Acting as a responsible agency for a portion of the low-flow diversion system in Redondo Beach, consider the Negative Declaration prepared and adopted by the City of Redondo Beach as lead agency; certify that the Board of Supervisors has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the Negative Declaration and agrees that the Negative Declaration is the appropriate document for the project.
2. Approve and authorize the Chair of the Board of Supervisors to sign the Memorandum of Agreement pertaining to the City of Redondo Beach's construction and operation of a portion of a low-flow diversion system on Redondo Beach at no cost to the County of Los Angeles.
3. Authorize the Director of the Department of Beaches and Harbors to sign the Owner's Affidavit that states that the City of Redondo Beach's Coastal Development

Permit Application has been adequately prepared and contains statements and information that are true and correct to the best of the Director of the Department of Beaches and Harbors' knowledge.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County of Los Angeles (County) is the legal owner of Redondo Beach (Beach) located in the City of Redondo Beach (City), on which the City would like to connect a portion of a low-flow diversion system to an already existing treatment system to improve ocean water quality during the summer months by capturing run-off, screening out garbage, and treating the run-off before it reaches the ocean. The portion of the low-flow diversion system on the Beach will consist of a subsurface pump station, valve vault, pipeline, electrical conduit, and above ground electrical panels connected to an already existing storm drain that screens trash from the water. The proposed low-flow diversion system would pump the initially screened water from the existing system to a secondary treatment area situated in a City park located away from the Beach. The County has previously granted a permit (73747) to the City to extend the Sapphire Street storm drain and construct and operate the storm water treatment unit that is currently providing the initial water treatment. The benefits of this proposed low-flow diversion system are: (1) the system continues to operate even if the flow of water exceeds the amount that the low-flow can handle, i.e., the system continues to treat the amount of water it was designed to handle. Many current low-flow diversion systems will actually cease to operate or shut down when water flow exceeds their capacities, and no water treatment whatsoever will occur; and (2) if the low-flow diversion system were to shut down or break down, the existing storm drain would continue to capture run-off and perform initial treatment of the water by screening out garbage.

Other than filling out and signing an Owner's Affidavit, the County will not be involved with the City's application for and processing of the necessary Coastal Development Permit for the proposed low-flow diversion system.

The Memorandum of Agreement (MOA) outlines the agreement between the County and the City with respect to the City's use of the County's property. The City will construct, maintain, operate, and repair the portion of the low-flow diversion system located on County property; seek and obtain all the necessary permits for the project; repair any damage caused by the construction of the low-flow diversion system; indemnify, defend, and hold harmless the County from liability arising or caused by City activity; and remove any graffiti from the portion of the low-flow diversion system on County property. The County has the right to approve plans and specifications, enter the premises to ensure compliance with the MOA, and approve of temporary bike path closures. Both parties have the right to terminate the MOA upon 180 days' written notice. The MOA commences upon

full execution of the MOA. Actual construction of the low-flow diversion system cannot start until the Coastal Development Permit is issued.

### **Implementation of Strategic Plan Goals**

The recommendation is consistent with Goal 3 of the County's Strategic Plan: Community and Municipal Services, as the project is for purposes of complying with environmental quality regulations, thereby improving the quality of life for residents and beachgoers. The MOA specifies the City's and County's respective duties, and the City will pay 100% of the project's costs.

### **FISCAL IMPACT/FINANCING**

The City is responsible for all costs associated with the construction of the proposed project. Additionally, the City will be responsible for the operation and maintenance of all improvements and facilities constructed under the MOA. There is no fiscal impact to the County related to this recommendation presently or in the future.

### **Operating Budget Impact**

There will be no impact to the operating budget of the Department of Beaches and Harbors.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On September 15, 1995, the State of California granted the County title to the Beach. The County will fill out and sign an Owner's Affidavit stating that it is the owner of the Beach and that the Coastal Development Permit application was filled out correctly, but the application will be processed solely by the City and all obligations imposed by the Coastal Development Permit will be assumed by the City. The City will provide proof of appropriate insurance coverage as established by the County's Risk Manager.

### **ENVIRONMENTAL DOCUMENTATION**

The City has determined that the entire proposed low-flow diversion project will not have a significant effect on the environment, and, therefore, issued Negative Declaration No. 2009-01-IES-ND-001 (Exhibit A). The Department of Beaches and Harbors has independently reviewed and considered the Negative Declaration and recommends the Board concur with the City's determination. The City has filed the Notice of Determination with the County Clerk in accordance with State law.

Honorable Board of Supervisors  
May 12, 2009  
Page 4

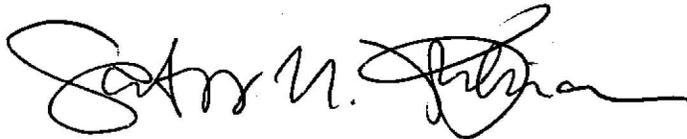
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the attached MOA will result in improved water quality for residents and beachgoers and, thus, improve service to the public in the vicinity of this beach. Should the low-flow diversion system shut down or fail, the water treatment would revert back to the screening currently provided by the existing storm drain system. There will be no negative impact on County services, projects, or programs resulting from the approval of this MOA.

**CONCLUSION**

Please have the Chair of the Board of Supervisors sign all three copies of the MOA and have the Executive Officer of the Board return two executed copies to the Department of Beaches and Harbors for distribution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

SANTOS H. KREIMANN  
Director

SHK:mr  
Attachments (2)  
c: County Counsel

**FILED**

**EXHIBIT A**

MAR 02 2009

**CITY OF REDONDO BEACH  
LOS ANGELES COUNTY, CALIFORNIA**

ESTAN O. LOSAN  
REGISTRAR-RECORDER/COUNTY CLERK  
T. YATES DEPUTY

**NOTICE OF DETERMINATION**

TO:  Office of Planning and Research  
Room 121  
1400 Tenth Street  
Sacramento, California 95814

FROM: City of Redondo Beach  
Planning Department  
415 Diamond Street  
P. O. Box 270  
Redondo Beach, California 90277

County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Highway, Room 1101  
Norwalk, California 90650

FILING OF NOTICE OF DETERMINATION IN COMPLIANCE WITH SECTION 10-3.902 OF CHAPTER 3, ARTICLE 9 OF THE REDONDO BEACH MUNICIPAL CODE AND SECTION 21108 OR 21152 OF THE PUBLIC RESOURCES CODE.

Project Title: Sapphire Storm Drain Low-Flow Diversion Project

State Clearinghouse Number (If applicable): Not applicable

Lead Agency Contact Person/Telephone Number: Anita Kroeger, Senior Planner (310) 318-0637 x1-2448

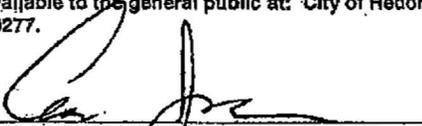
Project Location: County Beach area, beginning at the extension of Sapphire Street and ending at Veterans Park, Redondo Beach.

Project Description: Construction of a low-flow diversion system within the County Beach area beginning at the extension of Sapphire Street and ending at Veterans Park. The proposed low-flow diversion system will divert dry weather flow away from an existing 42-inch storm drain that currently discharges into the Santa Monica Bay and will redirect the flow into the southwest corner of Veterans Park. Prior to the infiltration at Veterans Park, the runoff will pass through a gross and fine pollutant treatment system.

This is to advise that the City of Redondo Beach, California, as  lead agency  responsible agency, has approved the above described project on February 17, 2009 and has made the following determinations regarding the above described project:

1. The project  will  will not have a significant effect on the environment.
2.  An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.  
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures  were  were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan  was  was not adopted for this project
5. A Statement of Overriding Considerations  was  was not adopted for this project.
6. Findings  were  were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration, is available to the general public at: City of Redondo Beach, Planning Department, 415 Diamond Street, Redondo Beach, California 90277.

  
Aaron Jones (for the City of Redondo Beach)

Title: Acting Planning Director Date: February 24, 2009

Date Received for Filing at OPR (If applicable):

09 0033405

THIS NOTICE WAS POSTED  
ON MAR 02 2009  
UNTIL APR 02 2009  
REGISTRAR-RECORDER/COUNTY CLERK

# FILED

MAR 02 2009

LEANN G. LOGAN  
REGISTRAR/RECORDER/CLERK  
*Leann Logan*  
T. YATES DEPUTY



CITY OF REDONDO BEACH

## NEGATIVE DECLARATION NO. 2009-01-IES-ND-001

In accordance with Chapter 3, Title 10, of the Redondo Beach Municipal Code (Environmental Review Pursuant to the California Environmental Quality Act), a Negative Declaration is hereby issued for the following project:

1. **PROJECT LOCATION:**

County Beach at extension of Sapphire Street; along upper walkway from Sapphire to George Freeth Way; into Veterans Park Redondo Beach, California.

2. **PROJECT DESCRIPTION:**

The project consists of the construction of a low-flow diversion system that will divert dry weather flow away from an existing City of Redondo Beach 42-inch storm drain that drains into the Santa Monica Bay. As a result, dry-weather (urban) runoff that is now discharged into the ocean will instead be diverted and infiltrated into underlying soils in the area of Veteran's Park. The facilities will be located within the beach area adjacent to the existing Sapphire Street storm drain; along the upper pedestrian walkway parallel to the beach and in the southwest corner of Veteran's Park next to George Freeth Way and the parks south parking lot.

3. **PROJECT SPONSOR:**

City of Redondo Beach  
Engineering Department  
415 Diamond Street  
Redondo Beach, CA 90278  
(310) 376-8077

4. **FINDING(S) OF THE DECISION-MAKING BODY:**

The City Council of the City of Redondo Beach, as decision-making body, has reviewed the Initial Environmental Study (IES No. 2009-01-IES-ND-001) and has considered all comments and responses to comments received during the 21 day public review period. On the basis of these documents and public testimony presented at the public hearing held on February 17, 2009, the City Council finds that the construction of a low-flow diversion system that will divert dry weather flow away from an existing City of Redondo Beach 42-inch storm drain that discharges into the Santa Monica Bay, redirect, filter, and infiltrate it into underlying soils in the area of Veteran's Park, will not result in any potentially significant impacts upon the environment, according to the criteria for determining significant effect, as set forth in Article 2 of Chapter 3, Title 10 of the Redondo Beach Municipal Code.



DEPARTMENT OF FISH AND GAME

http://www.dfg.ca.gov
Environmental Review and Permitting
1418 Ninth Street, Suite 1260
Sacramento, California 95814



CEQA Filing Fee No Effect Determination Form

Applicant Name: City of Redondo Beach Date Submitted: February 19, 2009
Applicant Address: 415 Diamond Street, Redondo Beach, Ca. 90277

Project Name: Sapphire Storm Drain Low Flow Diversion Project

CEQA Lead Agency: City of Redondo Beach
CEQA Document Type: (ND, MND, EIR) Negative Declaration
SCH Number and/or local agency ID number: No. 2009-01-IES-ND-001

Project Location: County beach area, beginning at the extension of Sapphire Street and ending at Veteran's Park.

Brief Project Description: Construction of a low-flow diversion system within the County beach area beginning at the extension of Sapphire Street and ending at Veteran's Park. The proposed low-flow diversion system will divert dry weather flow away from an existing 42-inch storm drain that currently discharges into the Santa Monica Bay and will redirect the flow into the southwest corner of Veteran's Park. Prior to the infiltration at Veteran's Park, the runoff will pass through a gross and fine pollutant treatment system.

Determination: Based on a review of the Project as proposed, the Department of Fish and Game has determined that for purposes of the assessment of CEQA filing fees [F&G Code 711.4(c)] the project has no potential effect on fish, wildlife and habitat and the project as described does not require payment of a CEQA filing fee. This determination does not in any way imply that the project is exempt from CEQA and does not determine the significance of any potential project effects evaluated pursuant to CEQA.

Please retain this original determination for your records; you are required to file a copy of this determination with the County Clerk after your project is approved and at the time of filing of the CEQA lead agency's Notice of Determination (NOD). If you do not file a copy of this determination with the County Clerk at the time of filing of the NOD, the appropriate CEQA filing fee will be due and payable.

Without a valid No Effect Determination Form or proof of fee payment, the project will not be operative, vested, or final and any local permits issued for the project will be invalid, pursuant to Fish and Game Code Section 711.4(c)(3).

DFG Approval By: [Signature] Leslee Newton-Reed Date: 2-24-2009

Title: Environmental Scientist

CALIFORNIA DEPT. OF FISH AND GAME
SOUTH COAST REGION
4949 VIEWRIDGE AVENUE Conserving California's Wildlife Since 1870
SAN DIEGO, CA 92123-1662

09 0033405

This is a true and certified copy of the record  
if it bears the seal, imprinted in purple ink,  
of the Registrar-Recorder/County Clerk

MAR 13 2009

*Diana C. Lopez* REGISTRAR-RECORDER/COUNTY CLERK  
LOS ANGELES COUNTY, CALIFORNIA



**COUNTY OF LOS ANGELES  
DEPARTMENT OF BEACHES AND HARBORS**

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (MOA), made and entered into by and between the CITY OF REDONDO BEACH, in the County of Los Angeles, hereinafter referred to as "CITY", and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

WITNESSETH

WHEREAS, the COUNTY is owner of that certain property generally known as Redondo Beach as shown in Exhibit E, which includes the sandy area, the bike path, the slopes and the upper walkway; and,

WHEREAS, the CITY desires to enter upon said property for the purposes of constructing, operating, and maintaining a portion of a low flow diversion facility immediately adjacent to the Sapphire Street storm drain; and

WHEREAS, the portion of the low flow diversion improvements located on COUNTY owned property will consist of a subsurface pump station, valve vault, pipeline, electrical conduit, and above ground electrical panels as depicted in Exhibits A, B, C, C1, and C2; and

WHEREAS, the CITY has indicated the cost of the portion of the low flow diversion facility located on COUNTY owned property does not exceed \$250,000.

NOW, THEREFORE, the COUNTY, for and in consideration of the performance of the covenants and agreements hereinafter agreed to be kept and performed by the CITY, and upon the following terms and conditions, hereby grants to the CITY the nonexclusive right to use that certain property in the City of Redondo Beach, County of Los Angeles, State of California, as shown in Exhibit D attached hereto and made a part hereof, hereinafter referred to as PREMISES.

The Parties agree as follows:

1. Use of the PREMISES by the CITY is granted solely for purposes of constructing, operating and maintaining a portion of a low flow diversion facility, consisting of a subsurface pump station, valve vault, pipeline, electrical conduit, and above ground electrical panels as depicted in Exhibits A, B, C, C1 and C2, and to maintaining and operating the Sapphire storm drain.

2. Use of the PREMISES by the CITY shall commence upon the full execution of this MOA by all parties and terminate upon a 180-day written notice from either party. Upon termination of the MOA, CITY shall vacate the PREMISES in accordance with conditions stated herein.
3. Within 180 days of receipt of notice of termination of this MOA from the Director of the Department of Beaches and Harbors (Department), or his designee, CITY shall remove from the PREMISES all equipment and improvements CITY constructed, installed, or placed upon, above, across, or beneath the PREMISES as authorized by this MOA. Removal of improvements may be accomplished by abandonment in-place if approved by COUNTY and by a method approved by COUNTY.
4. CITY agrees to keep and perform all provisions contained in any permit issued or to be issued to CITY by any governmental agency or commission for purposes of constructing, operating, and maintaining a low flow diversion facility as authorized by this MOA. CITY must be able to demonstrate to the satisfaction of the COUNTY that it has obtained and will maintain for the duration of this MOA term all permits necessary for its project or activity on the PREMISES, including permits not directly related to the PREMISES, within 120 days of the effective date of this MOA but before start of any construction on the PREMISES. Failure to comply with this condition, as determined solely by the COUNTY, shall constitute a material breach of contract upon which the COUNTY may immediately suspend this MOA. Should the COUNTY opt to suspend the MOA, CITY shall immediately stop all work being performed on the PREMISES and shall seek to obtain all necessary permits for purposes of constructing, operating, and maintaining a low flow diversion facility as authorized by this MOA. In the event CITY fails to cure any material default under this MOA within 30 days following written notice from COUNTY, COUNTY may immediately terminate this MOA.
5. CITY agrees to keep all signs (including contractor identification signs) and marketing material off the PREMISES, other than sign(s) displaying the name of CITY and temporary sign(s) to keep out the public from the work site, unless prior written approval of the Department Director is obtained. Sign(s) securing the work site must include CITY's name and a contact telephone number. Said sign(s) shall be to provide public information and direct inquiries and complaints only; no advertisement will be allowed.
6. CITY agrees to conduct the permitted activities in a courteous and non-profane manner, to operate without interfering with the use of the PREMISES by the COUNTY or the public, except as herein permitted, and to remove from the project or activity any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.
7. CITY acknowledges that this MOA is issued by COUNTY to CITY for the intended activities and is not intended and shall not be construed to create the

relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CITY. It is expressly understood by CITY that in permitting the right to use the PREMISES, no estate or interest in real property is being conveyed to CITY, and that the right to use is only a nonexclusive, revocable, and unassignable permission to occupy the PREMISES in accordance with the terms and conditions of the MOA for the purpose of conducting the permitted activities.

8. COUNTY may enter the PREMISES at any time to determine the CITY'S compliance with the terms of this MOA, or for any other purposes incidental to the performance of the responsibilities of the COUNTY.
9. CITY has examined the PREMISES and knows the conditions thereof. CITY accepts the PREMISES in the present state and condition and waives any and all demands upon COUNTY for alteration, repair, or improvement thereof.
10. It is understood and agreed to be part of the herein consideration that COUNTY may temporarily suspend the MOA without notice to the CITY in order to allow the performance by the COUNTY, its officers, agents, and employees, to perform any work necessary to protect persons or property, including the PREMISES, from impending danger, hazard or harm, as reasonably determined by the COUNTY, including action necessary to secure the PREMISES from public access.
11. CITY shall not commence nor permit any construction or the placement of any improvements or other structures on or within the PREMISES without first submitting plans and specifications for advance written approval by the Department Director.
12. CITY shall keep PREMISES and any improvements it constructed or placed on PREMISES in good working order and maintain such in a neat, clean, and orderly condition at all times during occupancy and not permit graffiti, rubbish, tin cans, garbage, etc., to accumulate, nor to use or allow use of PREMISES for any illegal or unauthorized purposes, and to comply with all federal, state, and local laws and ordinances concerning PREMISES and the use thereof.
13. It is understood and agreed that COUNTY shall not be responsible for any damage to PREMISES or injuries to persons or property that may arise from or be incidental to the use and occupancy of PREMISES by CITY, or for damages to the property of CITY, or for injuries to the person of CITY, CITY's agents, servants, successors, subtenants, invitees or others who may be on PREMISES at anyone's invitation, arising from or incidental to the use of the PREMISES by the CITY or anyone under the control of the CITY and/or its agents, contractors, employees or assigns. CITY agrees to indemnify, defend, and hold harmless the COUNTY, for such claims and liability pursuant to the condition immediately below.
14. It is the sole responsibility of the CITY to maintain, operate, and repair that portion of the low flow diversion located on the PREMISES and all related drains and pipes, including specifically the Sapphire Street storm drain.

15. CITY shall gain prior approval from the Los Angeles County Department of Public Works (626-458-3940) to close or reroute bicyclists from the bike path. CITY shall replace and repair all portions of the bike path damaged by the CITY during construction and operation of that portion of the low flow diversion improvements located on the PREMISES. Said replacement and repair will be to Los Angeles County Department of Public Works' standards.
16. No hazardous materials shall be stored on the beach at anytime in contravention of any federal, state, or local laws. Hazardous materials shall include any substance whose existence and/or nature and/or quantity of use, manufacture, disposal, release or effect render it subject to federal, state or local regulation, remediation or removal as potentially injurious to public health or welfare.
17. No construction equipment or material shall be parked or staged on the PREMISES or the beach, as defined in Section 17.12.030 of the Los Angeles County Code.
18. CITY shall replace and repair any retaining walls, utility lines, walkways, landscaping, and any other COUNTY property damaged due to the construction or operation of that portion of the low flow diversion improvements located on the PREMISES to the COUNTY'S reasonable satisfaction.
19. CITY shall remove any and all graffiti from that portion of the low flow diversion improvements located on the PREMISES within 36 hours of notification (including weekends and holidays) from COUNTY.
20. CITY shall contact the Department Director to schedule a final walk-through of the construction site before contractor receives final payment. At this time, both the CITY and its contractor will ensure that all portions of the sand, landscaping, and hardscape in the construction zone are free of all debris and left in a condition acceptable to the Department Director.
21. CITY shall indemnify, defend, and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), to the extent arising from or caused by, in whole or in part, the activities of CITY, its agents, contractors, employees or assigns on the PREMISES.

Without limiting CITY's indemnification of the COUNTY, CITY shall at its own expense take out and maintain in force, at all times during the term of this MOA, a policy or policies of insurance covering PREMISES. Such insurance shall be provided by insurer(s) satisfactory to the County Risk Manager. At a minimum, the policy shall meet the following minimum criteria :

- Coverage for comprehensive general liability and property damage in the amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate.
- Coverage for automobile liability in the amount not less than One Million Dollars (\$1,000,000) per occurrence.

- The COUNTY OF LOS ANGELES, its governing board, officers, and employees shall be named as Additional Insured on all policies of liability insurance to be evidenced by an endorsement or similar instrument. (If COUNTY is not named as an Additional Insured in the original policy, an endorsement will be necessary to satisfy this provision.)
- Coverage for Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers the persons and risks involved in this MOA. CITY understands and agrees that all persons furnishing services to the CITY pursuant to this MOA are, for purposes of Workers' Compensation liability, employees solely of CITY and not of COUNTY. CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CITY pursuant to this MOA.

All policies of insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. Prior to the commencement date of this MOU, CITY shall furnish to COUNTY a copy of the policy or policies of insurance evidencing CITY's insurance coverage. Failure on the part of CITY to procure or maintain required insurance shall constitute a material breach of contract upon which the COUNTY may immediately terminate or suspend this MOA.

Upon renewal of any of the policies of insurance, CITY shall furnish to COUNTY a Certificate of Insurance evidencing CITY's continued insurance coverage. The COUNTY shall be given notice in writing at least 30 days in advance of cancellation or modification of such policy.

In the event any of the policies are changed or if the insurance carrier is changed, CITY shall provide COUNTY a copy of the replacement policy or policies meeting the minimum requirements as above noted.

In lieu of the insurance required hereunder, CITY may provide COUNTY with evidence of self-insurance coverage acceptable to the COUNTY in its reasonable discretion and provided that the COUNTY'S Auditor-Controller finds that the CITY is in sound financial condition.

22. This MOA is personal to the CITY, and in the event the CITY shall attempt to assign or transfer the same, in whole or in part, all rights hereunder shall immediately terminate.
23. CITY shall ensure that each "County Lobbyist" as defined in the Los Angeles County Code Section 2.160.010 retained by the CITY shall fully comply with the County Lobbyist Ordinance that is set forth in Los Angeles County Code Chapter 2.160. Failure on the part of any County Lobbyist retained by the CITY to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the MOA upon which COUNTY may immediately terminate or suspend this MOA.

IN WITNESS WHEREOF, the COUNTY, a body corporate and politic, has caused this MOA to be executed by its Chair of the Board of Supervisors, and the CITY, a municipal corporation, has caused this MOA to be executed by its duly authorized representatives.

Dated: \_\_\_\_\_, 2008

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer--Clerk of the  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND J. FORTNER, JR.  
County Counsel

By: *Ray J. Fortner, Jr.*  
Deputy

CITY OF REDONDO BEACH

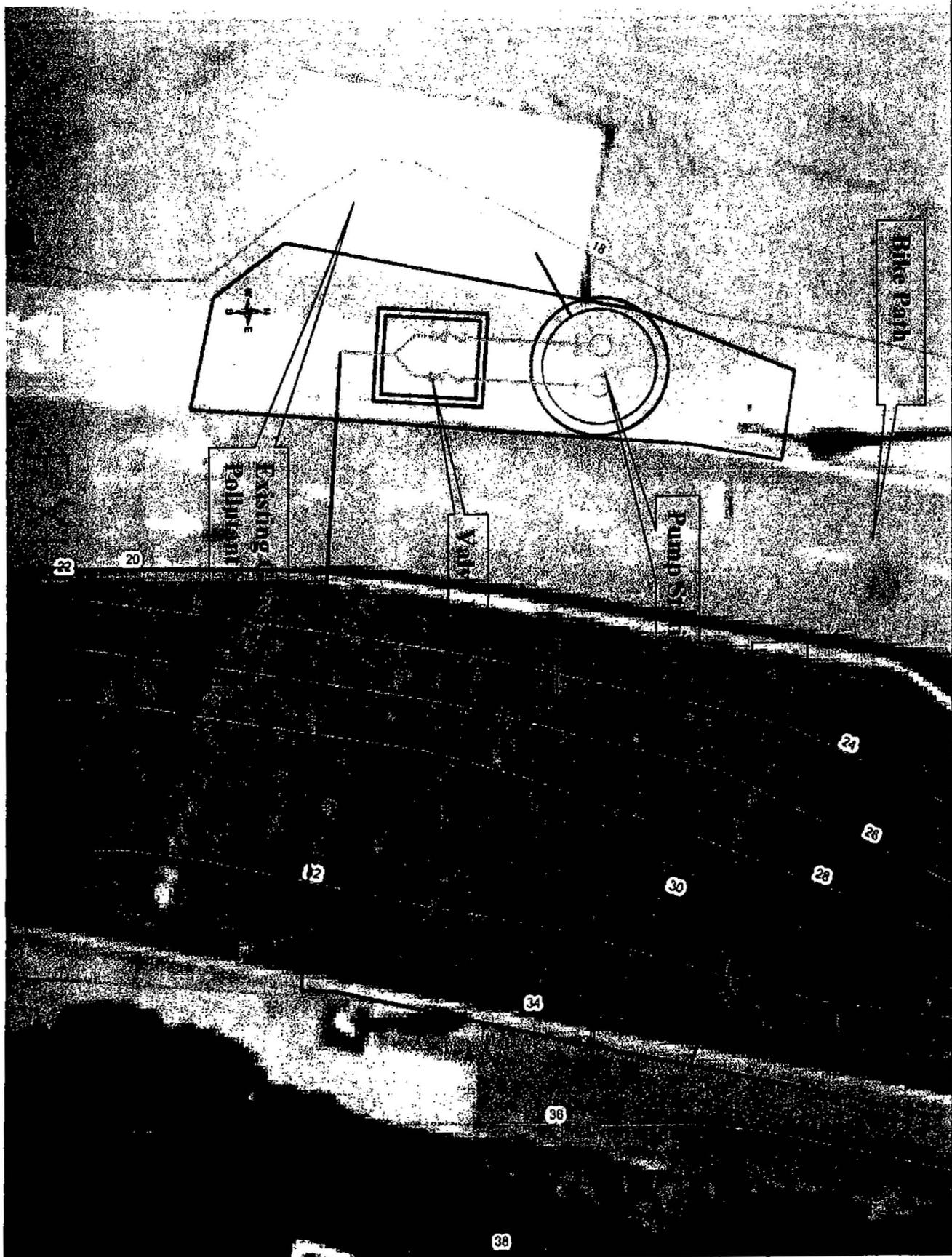
*Mike Gin*  
Mike Gin, Mayor

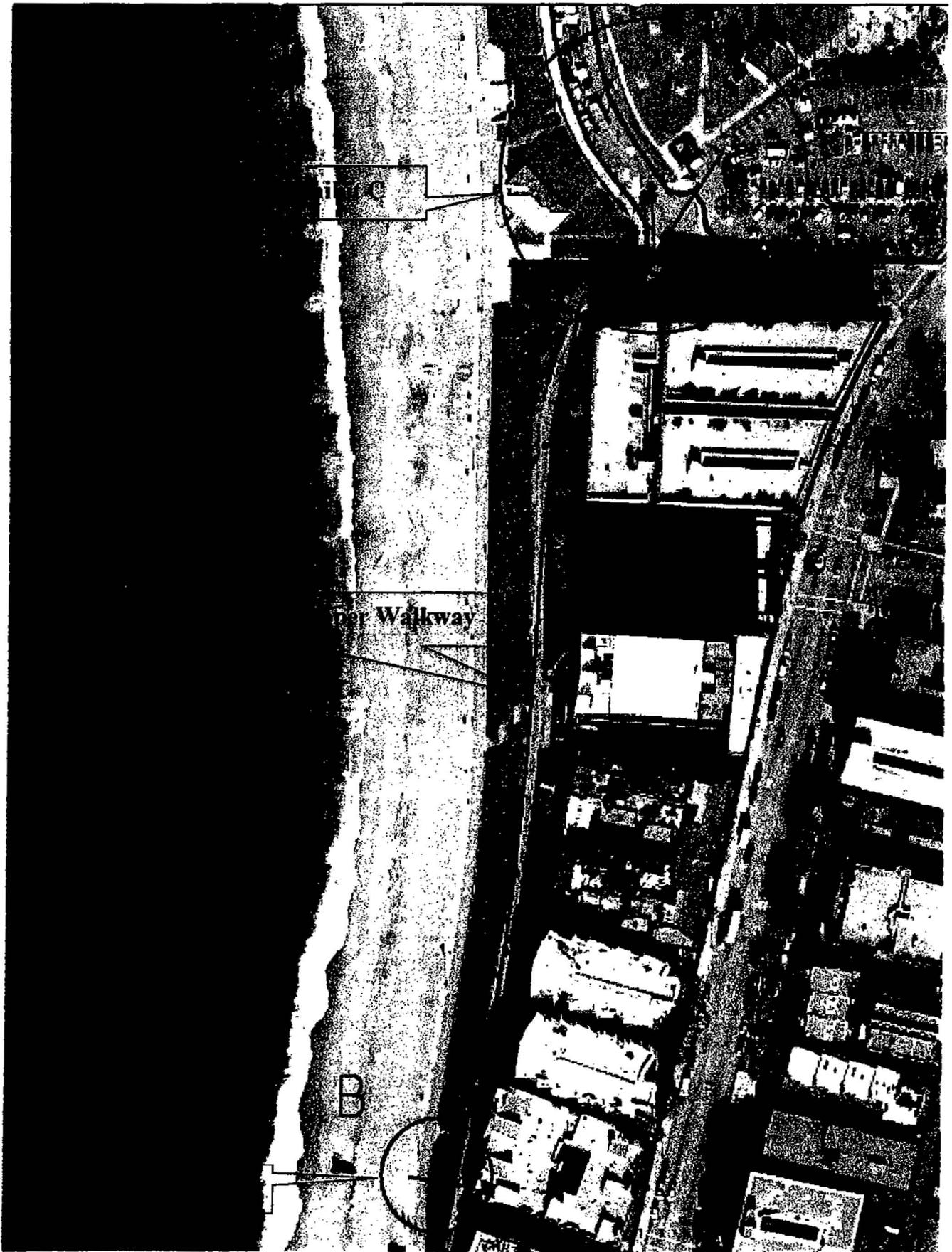
Attest: *Eleanor Manzano*  
Eleanor Manzano, City Clerk

Approved as to Form

APPROVED AS TO FORM:

*Brian Hickey*  
ASSISTANT CITY ATTORNEY  
BRIAN HICKEY



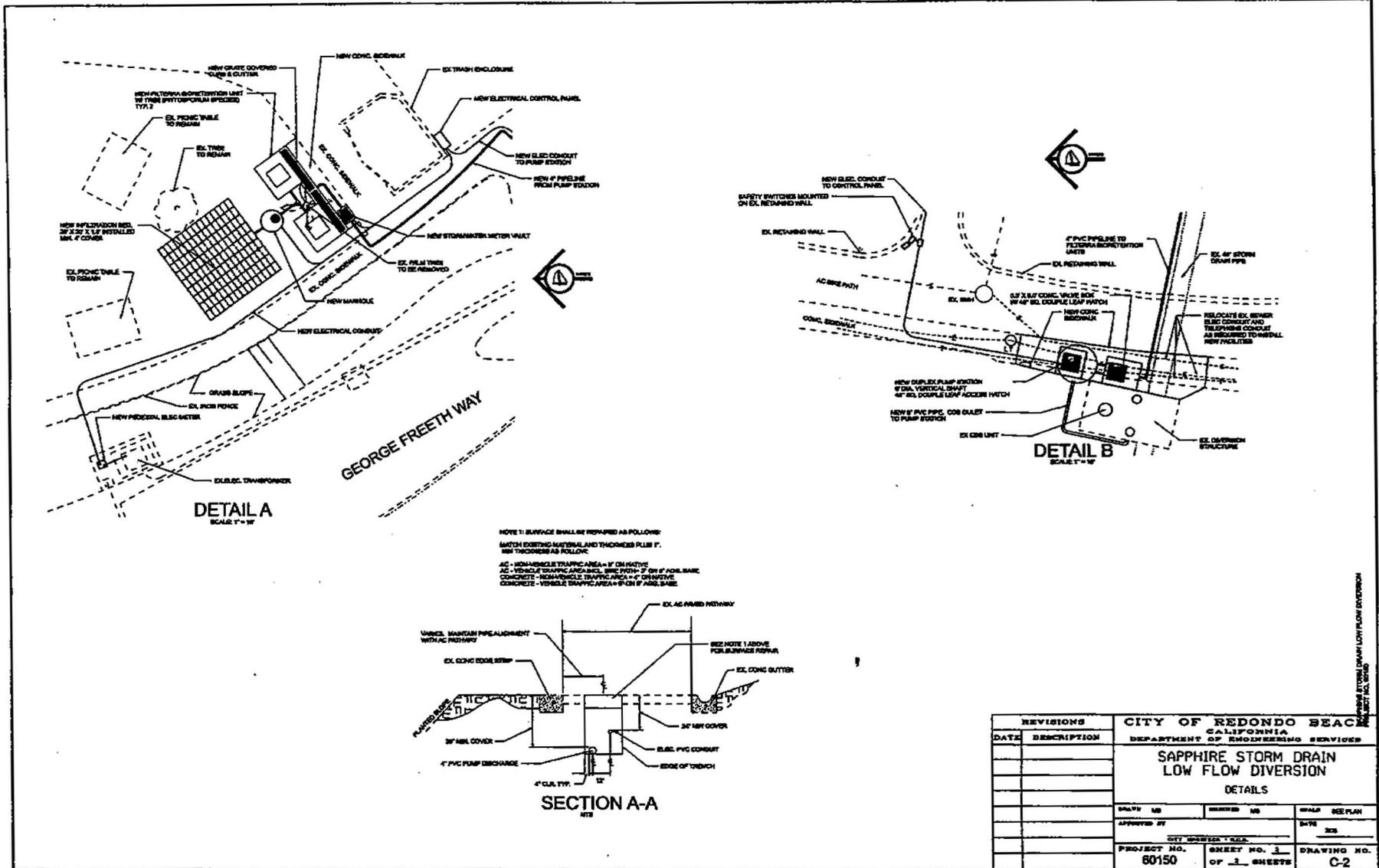


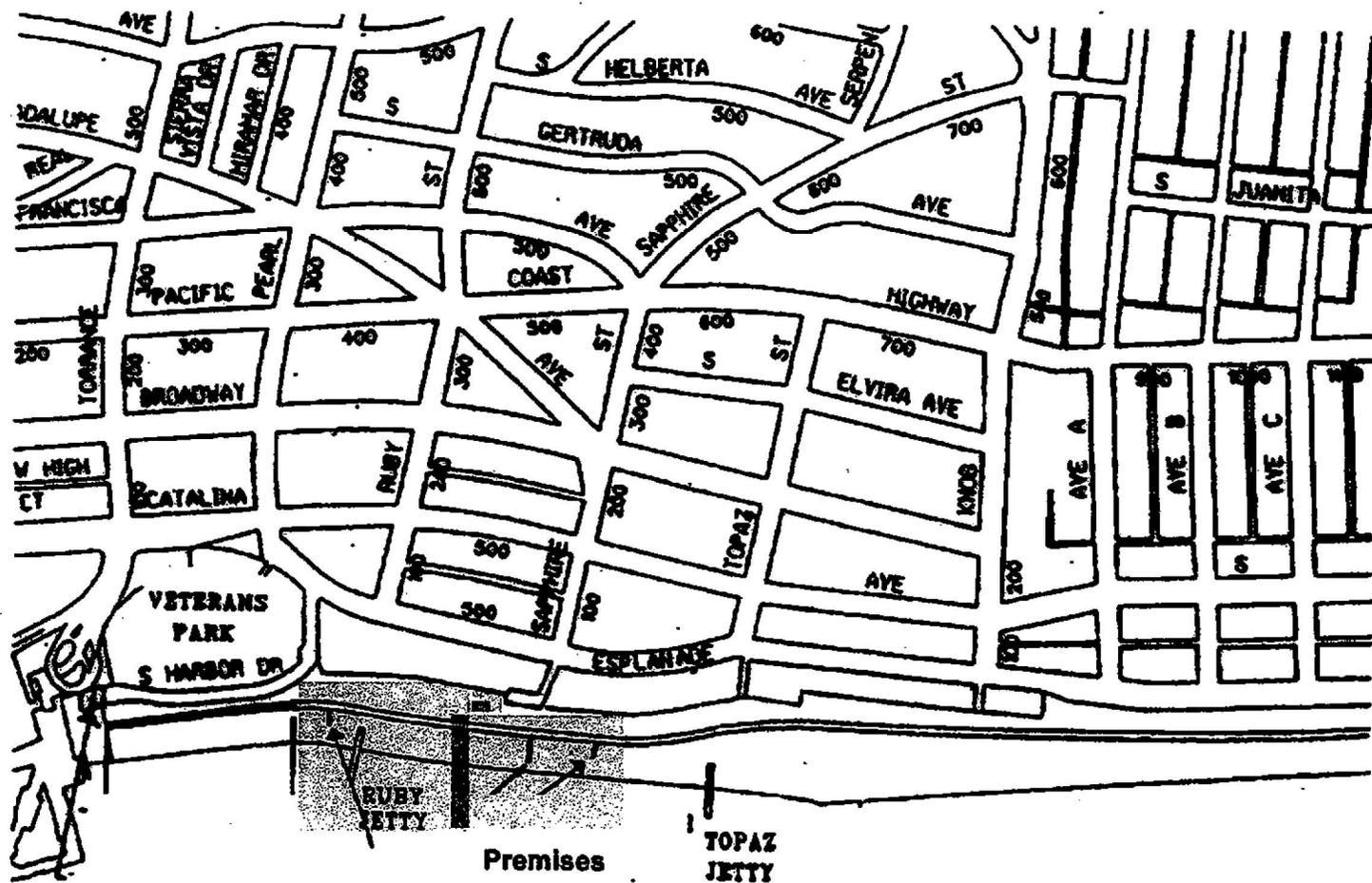




# EXHIBIT C 2

C08-125





LONG BEACH  
MUNICIPAL PIER

PACIFIC

OCEAN  
EXHIBIT D



C08-125

# EXHIBIT E

All that real property in the County of Los Angeles, State of California conveyed to the State of California by the following cited two deeds recorded in the Official Records of said County as referenced:

**PARCEL ONE:**

Document/Grantor: Grant Deed/COUNTY OF LOS ANGELES  
Recorded: March 10, 1948, Document No. 2947, Book 26654  
Page 421 Official Records of Los Angeles County.

**PARCEL TWO:**

Document/Grantor: Grant Deed/L & M INVESTMENT CORP.  
Recorded: May 12, 1948, Document No. 1178, Book 27159  
Page 264 Official Records of Los Angeles County.

**SUBJECT TO** the effect of that certain Boundary Agreement between the State Lands Commission, the City of Redondo Beach and L & M Investment Co. recorded May 9, 1967, Document No. 1921, Book M2550 Page 385 Official Records of Los Angeles County.

**EXCEPTING** from the above cited PARCELS ONE and TWO the following cited eleven parcels conveyed by the State of California to the parties as noted, by deeds recorded in the Official Records of Los Angeles County as referenced:

1. Document/Grantee: Grant Deed/CITY OF REDONDO BEACH  
Recorded: March 13, 1970, Document No. 2373, Book D4657  
Page 330 Official Records of Los Angeles County.
2. Parcel : SSL 399-M  
Document/Grantee: Quitclaim Deed/JEANNE H. MARINEAU  
Recorded: August 22, 1991, Document No. 91-1321343  
Official Records of Los Angeles County.
3. Parcel : SSL 399-N  
Document/Grantee: Quitclaim Deed/OCEANIA HOMEOWNERS ASSOCIATION  
Recorded: September 5, 1991, Document No. 91-1390073  
Official Records of Los Angeles County.

4. Parcel : SSL 399-K  
 Document/Grantee: Quitclaim Deed/FREDERICK L. SPOONER AND HENRIETTA M. SPOONER TRUSTEE or (SUCCESSOR TRUSTEE) OF THE SPOONER FAMILY TRUST FOR THE BENEFIT OF FREDERICK L. SPOONER AND HENRIETTA M. SPOONER UNDER INSTRUMENT DATED JULY 21, 1989.  
 Recorded: September 30, 1991, Document No. 91-1539279 Official Records of Los Angeles County.
5. Parcel : SSL 399-H & I  
 Document/Grantee: Quitclaim Deed/TESSIE CARAS AND CHRIS W. CARAS, TRUSTEES OF THE GEORGE CARAS AND TESSIE CARAS TRUST, and CHRIS W. CARAS AND JOAN CARAS, TRUSTEES OF THE CHRIS W. AND JOAN CARAS TRUST.  
 Recorded: October 7, 1991, Document No. 91-1579925 Official Records of Los Angeles County.
6. Parcel : SSL 399-L  
 Document/Grantee: Quitclaim Deed/FELIX O'REILLY AND ELLEN O'REILLY, THE TRUSTEES FOR THE FELIX AND ELLEN O'REILLY TRUST OF JULY 25, 1986.  
 Recorded: November 7, 1991, Document No. 91-1768093 Official Records of Los Angeles County.
7. Parcel : SSL 399-C  
 Document/Grantee: Quitclaim Deed/531 ESPLANADE ASSOCIATION  
 Recorded: June 22, 1992, Document No. 92-1133756 Official Records of Los Angeles County.
8. Parcel : SSL 399-B  
 Document/Grantee: Quitclaim Deed/RAYMOND E. PARCELL, JR.  
 Recorded: November 10, 1992, Document No. 92-2089319 Official Records of Los Angeles County.
9. Parcel : SSL 399-0  
 Document/Grantee: Quitclaim Deed/RIVIERA SHORES CONDOMINIUM OWNERS' ASSOCIATION, Inc.  
 Recorded : June 13, 1994, Document No. 94-1128677 Official Records of Los Angeles County.
10. Parcel : SSL 399-P  
 Document/Grantee: Quitclaim Deed/RENE M. SCRIBE AND PHYLLIS J. SCRIBE TRUSTEES OF THE SCRIBE FAMILY TRUST AGREEMENT DATED JULY 10, 1991.  
 Recorded: July 21, 1994, Document No. 94-1357772 Official Records of Los Angeles County.

11. Parcel : SSL 399-J  
 Document/Grantee: Quitclaim Deed/ROBERT A. AND SHARON CHOLET TRS  
 CHOLET TRUST  
 Recorded: August 12, 1994, Document No. 94-1495216 Official  
 Records of Los Angeles County.

ALSO EXCEPTING from the above cited PARCEL ONE the following described portions thereof consisting of six parcels numbered 12 through 17:

12. Parcel SSL 399-A:

A portion of the lands conveyed to the State of California by Deed recorded March 10, 1948 in Book 26654 at Page 421 Official Records of the County of Los Angeles, State of California, lying within the Rancho San Pedro, City of Redondo Beach, said County and State, said portion being more particularly described as follows:

Beginning at the Northwesterly corner of the lands conveyed to H.B. Ainsworth by Deed recorded in Book 3026 of Deeds at Page 92, records of said County, said Northwesterly corner being marked with a 2 inch iron pipe set in concrete with a 2-1/2 inch brass cap stamped "County Surveyor's Monument", as shown on the Los Angeles County Surveyor's Map number OSB-532-1 on file in the County Surveyor's office; THENCE from said Point of Beginning South 35°29'03" West 19.97 feet to a nail with tag stamped "LS 4280";  
 thence South 19°46'46" West 41.62 feet to a nail with tag stamped "LS 4280";  
 thence South 13°55'39" West 39.11 feet to a nail with tag stamped "LS 4280";  
 thence South 04°09'00" West 19.82 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";  
 thence South 01°07'13" West 61.6 feet, more or less, to a point on the Westerly prolongation of the southerly line of Lot 2, Block 215 of Redondo Beach Townsite as shown on the map recorded in Book 72, Page 70, Miscellaneous Records of said County;  
 thence Easterly along said Westerly prolongation 33.7 feet, more or less, to the line common to the Easterly line of said lands conveyed to the State of California and the Westerly line of said Block 215;  
 thence Northerly along said common line 166.0 feet, to the Northwesterly corner of Lot 1 of said Block 215, being also the Southwesterly corner of said lands conveyed to H.B. Ainsworth;  
 thence Northerly along the Westerly line of said lands conveyed to H.B. Ainsworth 10.26 feet to the Point of Beginning.

Containing approximately 4800 square feet.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 7.

## 13. Parcel SSL 339-D:

A portion of the lands conveyed to the State of California by Deed recorded March 10, 1948 in Book 26654 at Page 421 Official Records of the County of Los Angeles, State of California, lying within the Rancho San Pedro, City of Redondo Beach, said County and State, said portion being more particularly described as follows:

Commencing at the Northwesterly corner of the lands conveyed to H.B. Ainsworth by Deed recorded in Book 3026 of Deeds at Page 92, records of said County, said Northwesterly corner being marked with a 2 inch iron pipe set in concrete with a 2-1/2 inch brass cap stamped "County Surveyor's Monument", as shown on the Los Angeles County Surveyor's Map number CSB-532-1 on file in the County Surveyor's office;

thence from said Point of Commencement

South 35°29'03" West 19.97 feet to a nail with tag stamped

"LS 4280";

thence South 19°46'46" West 41.62 feet to a nail with tag stamped

"LS 4280";

thence South 13°55'39" West 39.11 feet to a nail with tag stamped

"LS 4280";

thence South 04°09'00" West 19.82 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";

thence South 01°07'13" West 220.56 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";

thence South 88°04'33" East 12.78 feet to a nail with tag stamped "LS 4280";

thence South 01°08'25" West 77.77 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280" and the TRUE POINT OF BEGINNING of this description;

THENCE from said TRUE POINT OF BEGINNING North 84°36'44" West 14.29 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";

thence South 05°30'51" West 88.14 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";

thence South 07°33'48" West 37.49 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";

thence South 09°50'23" West 17.4 feet, more or less, to a point on the Westerly prolongation of the Southerly boundary line of Lot 1, Tract 30461, recorded in Book 854 of Maps at Page 36, records of said County;

thence Easterly along said Westerly prolongation 18.5 feet, more or less to the Southwest corner of said Lot 1, being also a point on the Easterly line of said lands conveyed to the State of California;

thence Northerly along the line common to said Lot 1 and the lands of the State of California 164.06 feet to the Northwesterly corner of said Lot 1;

thence Westerly along the Westerly prolongation of the Northerly boundary line of said Lot 1, 11.6 feet, more or less, to a point on the previously recited course of "South 01°08'25" West 77.77 feet";

thence South  $01^{\circ}08'25''$  West 17.6 feet, more or less to the TRUE POINT OF BEGINNING.

Containing approximately 3090 square feet.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 7.

14. Parcel SSL 399-E:

A portion of the lands conveyed to the State of California by Deed recorded March 10, 1948 in Book 26654 at Page 421 Official Records of the County of Los Angeles, State of California, lying within the Rancho San Pedro, City of Redondo Beach, said County and State, said portion being more particularly described as follows:

Beginning at the Southwest corner of Lot 1 of Tract No. 31183 as shown on the map thereof filed in Book 834 of Map Records at Page 52, Records of said County, said point being marked by a lead plug with tag RCE 7081, said point being also on the Northerly line of Lot 1 of Tract No. 30480 as shown on the map thereof filed in Book 837 of Map Records at Page 81, Records of said County;

THENCE Westerly along last said Northerly line 21.71 feet to the Northwest corner of said Lot 1 of Tract No. 30480, said point being marked by a 2 inch iron pipe as shown on said map of Tract 30480;

Thence leaving said Northerly line North  $09^{\circ}38'11''$  East 65.69 feet to a nail with tag LS 4280;

thence North  $09^{\circ}50'23''$  East 94.3 feet, more or less, to a point on the Westerly projection of the Northerly line of said Lot 1 of Tract No. 31183;

thence Easterly along said Westerly projection 18.5 feet, more or less, to the Northwest corner of said Lot 1 being also a point on the Easterly line of said lands conveyed to the State of California;

thence Southerly along the West line of last said Lot 1, said line being also last said Easterly line, 161.66 feet to the Point of Beginning.

Containing approximately 3200 square feet.

The bearings and distances in the above description are based on the California Coordinate System, Zone 7.

\* 15. Parcel SSL 399-F:

A portion of the lands conveyed to the State of California by Deed recorded March 10, 1948 in Book 26654 at Page 421 Official Records of the County of Los Angeles, State of California, lying within the Rancho San Pedro, City of Redondo Beach, said County and State, said portion being more particularly described as follows:

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Beginning at the Northwest corner of Lot 31 of Block 213 as shown on the map entitled "Townsite of Redondo Beach", recorded in Book 39 at Pages 1 to 17, Miscellaneous Records of said County:

THENCE North 77°11'14" West 0.26 feet;  
 thence South 08°22'44" East 124.47 feet to a nail with tag stamped "LS 4280";  
 thence South 10°20'10" East 13.88 feet to a nail with tag stamped "LS 4280";  
 thence South 13°54'10" East 11.99 feet to a nail with tag stamped "LS 4280";  
 thence South 14°26'47" East 93.34 feet to a nail with tag stamped "LS 4280";  
 thence South 12°26'43" East 18.57 feet to a nail with tag stamped "LS 4280";  
 thence South 07°40'26" East 11.68 feet to a point from which a nail with tag stamped "LS 4280" bears South 05°00'08" East 30.38 feet;  
 thence South 05°00'08" East 29.31 feet more or less to a point on the Westerly prolongation of the South boundary line of Lot 1 of Tract No. 31017, filed for record on August 29, 1973 in Book 833 at Page 11 of Map Records of said County;  
 thence Easterly along said Westerly prolongation 13.32 feet more or less to the Southwesterly corner of said Lot 1, said corner also being on the Westerly boundary line of said Block 213 and is marked with a 2 inch iron pipe according to said map of Tract No 31017;  
 thence Northerly along said Westerly boundary line of Block 213 to the Point of Beginning.

Containing approximately 1300 square feet.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 7.

16. Parcel SSL 399-G:

A portion of the lands conveyed to the State of California by Deed recorded March 10, 1948 in Book 26654 at Page 421 Official Records of the County of Los Angeles, State of California, lying within the Rancho San Pedro, City of Redondo Beach, said County and State, said portion being more particularly described as follows:

Beginning at the Northwest corner of Lot 2 of Tract No. 31017 filed for record on August 29, 1973 in Book 833 at Page 11 of Map Records of said County, said corner being marked with a tack in lead with a tag stamped "R.C.E. 13095" according to said map;  
 THENCE Westerly along the Westerly prolongation of the North line of said Lot 2, 16.5 feet, more or less, to a point which bears North 04°31'55" West from a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";  
 thence South 04°31'55" East 0.95 feet, more or less, to said 3/4" x 30" reinforcing bar;  
 thence South 04°31'55" East 39.80 feet to a 3/4" x 30" reinforcing bar with tag stamped "LS 4280";

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thence South 01°48'37" West 11.0 feet, more or less, to a point on the Westerly prolongation of the Southerly boundary line of said Lot 2;  
 thence Easterly along said Westerly prolongation 11.9 feet, more or less, to the Southwest corner of said Lot 2 being also a point on the Easterly line of said lands conveyed to the State of California;  
 thence Northerly along said common line 40.00 feet to an angle point on said Westerly line of Lot 2;  
 thence continuing Northerly along said common line 10.70 feet to the Point of Beginning.

Containing approximately 760 square feet.

The bearings and distances recited in the above description are based on the California Coordinate System, Zone 7.

17. Parcel SSL 399-Q:

A portion of the lands conveyed to the State of California by Deed recorded March 10, 1948 in Book 26654 at Page 421 Official Records of the County of Los Angeles, State of California, lying within the Rancho San Pedro, City of Redondo Beach, said County and State, said portion being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 19 of the Knob Hill Tract as shown on the map thereof recorded in Book 5 of Maps, at Page 73, Records of said County, said corner being marked by a 2-1/2" bronze disk marked "County Surveyors Monument" as shown on Sheet A2 of that certain map labeled CSB-532-1 on file with the County Surveyor of said County, said corner being also a point on the Southerly line of Lot 20 of Block 213 of the Townsite of Redondo Beach as shown on the map thereof filed in Book 39, at Pages 1 to 17 of Miscellaneous Records of said County;  
 thence along said Southerly line of Lot 20,  
 North 83°34'58" West 46.02 feet to the Southwest corner thereof, said corner being marked by a 2-1/2" bronze disk marked "County Surveyors Monument" according to said map CSB-532-1;  
 thence South 73°07'04" West 2.31 feet;  
 thence South 87°29'06" West 1.50 feet to a nail with tag L.S. 4280 set in paved walk;  
 thence South 04°07'32" East 115.86 feet to a nail with tag stamped "LS 4280";  
 thence South 02°50'22" West 370.40 feet to a nail with tag stamped "LS 4280" in paved walk;  
 thence South 03°36'24" West 7.24 feet to a nail with tag stamped "LS 4280" in paved walk;  
 thence South 05°47'27" West 8.30 feet to a nail with tag stamped "LS 4280" in paved walk;  
 thence South 06°16'02" West 100.5 feet, more or less, to a point on the Westerly prolongation of the Northerly line of Lot 7 of said Knob Hill Tract, said point being the TRUE POINT OF BEGINNING of the lands described herein;

REDONDO SB  
 STATE TO COUNTY  
 9/5/95

THENCE from said TRUE POINT OF BEGINNING, Easterly along said Westerly prolongation 5.0 feet, more or less, to the Northwest corner of said Lot 7 and also a point on the Easterly line of said lands conveyed to the State of California;  
 Thence Southerly along the line common to the Westerly line of said Lot 7 and the Easterly line of said lands of the State of California, 50.0 feet, more or less, to the Southwest corner of said Lot 7;  
 thence leaving said common line and along the Westerly prolongation of the Southerly line of said Lot 7, Westerly 3.5 feet, more or less to a point which bears South 04°24'33" West from a nail with tag stamped "LS 4280" in paved walk;  
 thence North 04°24'33" West 40.9 feet, more or less, to said nail and tag;  
 thence North 06°16'02" East 9.2 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing approximately 219 square feet.

The bearings and distances recited in the above description are based on the California Coordinate System Zone 7.

This property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

*[Handwritten Signature]*  
 JOHN W. BLODGER L.S. 4280  
 EXP 6/30/96

LICENSED LAND SURVEYOR  
 John W. Blodger  
 No. 4280  
 STATE OF CALIFORNIA